

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
REQUEST FOR PROPOSAL (RFP)**

ISSUE DATE: January 30, 2018

RFP: 53-18sm

TITLE: **Regional Food Port Feasibility Study**

ISSUED BY: Fauquier County Government and Public Schools
Procurement Division
320 Hospital Drive, Suite 23
Warrenton, VA 20186

Sealed Proposals Will Be Received Until 2:30 PM, February 28, 2018 For Furnishing the Services Described Herein.

All Inquiries for Information Should Be Directed to: Susan Monaco, CPPO, CPPB,
Phone: (540) 422-8348, Fax: (540) 422-8355, e-mail: susan.monaco@fauquiercounty.gov

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING DEPARTMENT SHOWN ABOVE, IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: Alice Jane Childs Office Building, 320 Hospital Drive, Suite 23 (2nd floor) Warrenton, VA 20186

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Name and Address of Firm:

Date: _____

By: _____
(Signature in Ink)

Name: _____

Zip Code: _____

Title: _____

FEI/FIN NO.: _____

Telephone Number: (____) _____

E-mail Address: _____ Fax Number: (____) _____

RETURN THIS PAGE WITH PROPOSAL SUBMISSION

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1.0 **PURPOSE**

The purpose and intent of this Request for Proposal (RFP) is to solicit sealed proposals from qualified firms to establish a contract through competitive negotiations for consulting services to provide a Regional Food Port Facility Feasibility Study as outlined herein. This solicitation is issued by the Procurement Division of Fauquier County Finance, for the Fauquier County Agricultural Development Department, on behalf of the Fauquier County Board of Supervisors, a political subdivision of the Commonwealth of Virginia, herein referred to as "Owner" or "County". This is a joint effort proposal between Fauquier and Loudoun Counties, with Fauquier as the lead. Partial funding of this project is provided through a United States Department of Agriculture ("USDA") Rural Business Development Grant ("RBDG"), which requires additional provisions as noted herein.

- 1.1 The Fauquier County Procurement Division is issuing this Request for Proposal on behalf of the Owner. The issuing office is the sole point of contact for the contractual provisions of this RFP and resulting proposals.
- 1.2 For ease of reference, each organization submitting a response to this Request for Proposal will hereinafter be referred to as an "Offeror". An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a "Consultant".
- 1.3 The contents of the proposal submitted by the successful Offeror, this RFP and all modifications made thereof, will become part of any contract awarded as a result of the Statement of Needs contained herein. The successful firm will be expected to sign a contract with the Owner.
- 1.4 No Pre-Proposal Conference: Offerors shall note there will be no pre-proposal conference for this RFP, as we've outlined our requirements in sufficient detail within the RFP. Offerors are requested to send any questions regarding any part of the RFP to Susan Monaco, Procurement Manager, in writing via the e-mail address provided on the cover page of the solicitation. If applicable, Q/A will be sent to all potential Offerors via an addendum to this RFP.

2.0 **BACKGROUND**

Each year, there is an uptick in demand for high-quality food that is produced by "local" or "regional" farmers who operate in accordance with values that Virginians hold dear. As demand grows, farmers face new opportunities to meet that demand and expand their business. However, almost every small or medium-sized farm faces significant constraints and may not be able to pursue those opportunities to grow, either through expanding production or diversifying operations. Growth is a difficult endeavor for a small farmer, and the challenges of creating scales of production that can keep up with increased demand require concerted and sustained efforts to provide the needed supporting infrastructure.

Farms rely on infrastructure that connects them to their customers, including storage, processing, marketing, and distribution. For smaller farms that produce food for nearby urban markets, this infrastructure is needed more than ever. In Virginia, food hubs like Appalachian Harvest, and Local Food Hub have emerged to help create new distribution channels for small- and mid-size farmers to access urban markets for both wholesale and retail markets. Fauquier County, through this proposal, will conduct a *Regional Food Port Feasibility Study* to determine

if a Food Port in Virginia could help improve economic opportunities for rural agricultural communities. With this study, the county will be able to identify the priority opportunities for increased production and the associated critical infrastructure investments to support growth.

The United States Department of Agriculture defines a regional food hub as, "a business or organization that actively manages the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand." In 2011, there were 80 food hubs identified across the country, and as of April 2017, there are over 400. Food hubs have strengthened economic opportunities for rural farmers and the businesses that support them.

The impacts of these food hubs for farmers have been positive, but continued growth requires simultaneous progress in increasing both the supply and demand sides of the food system. Increasing demand for food produced from farms in the region, by expanding access to larger customers, requires sufficient volumes and consistency. Volume and consistency can be attained by making investments in production capabilities of those farmers. Aggregation is essential, as it takes capacity to store food from multiple points and prepare it for these larger markets. Preparation and processing needs such as seasonal flash frozen produce, lightly chopped fruits and vegetables, and value-added canning and co-packing at mid-scale will be part of a comprehensive, effective approach. Investments in the infrastructure to meet these needs has to be made at the front of the growth cycle, and is difficult to finance without access to new forms of capital investment.

Food hubs often operate as full-service entities, assisting farmers with crop planning and technical assistance in rural communities, while at the same time doing the sales, marketing, and distribution of that food to customers in and around densely populated areas. Initial research conducted by Johns Hopkins University, Arabella Advisors, and others indicates that if there were a way to aggregate these food hubs to maximize efficiency and enter into institutional markets such as schools, hospitals, and universities, it would create a large demand for the food being produced by rural farmers and ranchers. A network of food hubs, connecting hundreds of small farms across a wide region, could create the supply chain needed to truly make local food an option for larger wholesale and institutional buyers. In turn, rural farming communities would earn more income, have less variability in demand for product, and be part of a sophisticated network of hubs that are working together to make local food easier for high-volume buyers to access.

In other states such as Wisconsin, Oregon, and New York, there are developments called "Food Innovation Clusters" or "Food Ports" that aim to be the physical infrastructure and the technology partner to do exactly this: aggregate a network of food hubs to satisfy institutional demand while at the same time exponentially expanding the economic opportunity for rural farmers.

Project Objectives

Fauquier and Loudoun Counties are proposing to conduct a high-level feasibility study for the development of a Food Port in Virginia. Rural farmers in Fauquier and Loudoun Counties and across Virginia would benefit significantly from the establishment of such a Port, enabling them to build demand for their products and to grow their businesses to meet that greater demand.

- *Enhance the supply chain among a growing set of producers focused on these market opportunities.* The Food Port would seek to support a cohesive network of smaller food hubs (like those that have emerged in Culpeper, Charlottesville, and Farmville), as well as growers, processors, and other distributors directly, in order to aggregate product supply for efficient storage, processing, and preparation for urban markets.
- *Boost demand for this increased production by opening access to new and larger buyers of food, prioritizing those who are seeking to support farmers in the region and promote healthy rural communities.* The Port would engage institutional buyers at schools, hospitals, universities, and large grocers, among others, and offer significant and stable supplies of local foods at acceptable price points. With aggregated supplies properly prepared for these markets, and focused and dedicated marketing professionals, confidence in and reliance on local markets will grow.

The Food Port would play a critical role in supporting growth systemically. The development of a regional Food Port represents the next step in supporting rural, agricultural communities. For the small but growing segment of farmers who are striving to produce food for direct sale to local and regional markets, the agriculture system is not currently organized to meet their needs as a priority part of the value chain. While many farmers will continue their commodity production operations, more and more farmers seek to connect more directly to their markets and operate at smaller scales. They are not going to succeed without efforts to build out the physical and technological infrastructure they need to serve these markets. A feasibility study to understand the available and potential supply, and to analyze the market gaps in demand is the first Phase of a successful Port Development. A feasibility study to understand the available and potential supply, to analyze the market gaps and to determine the viability of an agriculture based manufacturing accelerator is the first Phase of a successful Port Development

3.0 **STATEMENT OF NEEDS**

This feasibility study shall include various components that are critical to the development of a Food Port. The very nature of the Food Port means working with diverse partners, including farmers, distributors, processing and preparation operations, customers (both wholesale and retail), and financial institutions with the means to invest in the Port. This initial study shall include an in-depth look at what farmers are producing, what they would like to produce, and what infrastructure and capacity gaps are preventing them access to economically viable markets. To do so, the following activities are required:

- 3.1 **Key Elements:** Offerors shall include their ability to focus on the following key elements in a feasibility study:

3.1.1 Foundational work:

Fauquier and Loudoun County's team will work closely with a small group of advisors and a Consultant to execute the project and ensure objectives are met and diverse stakeholders are engaged throughout the project. This work will build off of other studies already conducted and be informed by other efforts nationally so as to avoid duplication of effort and to leverage lessons learned.

3.1.1.1 Develop work plan /project management plan;

3.1.1.2 Review of existing VA and food shed studies;

3.1.1.3. Develop case studies of other projects, including cost, partnerships, programmatic components, and funding mechanisms. Projects that likely will be focused on include:

i. Wisconsin

In Southwest Wisconsin, another Food Port development has come to life. The Wallace Center, a leading food hub research group, describes the success and impact of the Viroqua Wisconsin Food Enterprise Center (a Food Port) in their *Good Food Economy Digest: The Food Enterprise Center* in Viroqua Wisconsin is one of an increasing number of food and farm business development centers that are ratcheting up the economic development assistance. They are moving beyond the basic level of providing startup food product makers with shared-use commercial kitchen space. Since opening in October 2012, the Food Enterprise Center in Viroqua has grown to 14 tenants employing at least 45 people... [It] provides tenants easy access to each other for a collaborative and creative business community."

ii. New York

In 2013, New York State, through the Governor's office, approved \$3.6 Million to be awarded for the funding of local food distribution hubs across the state. Four new facilities were set into development in the Finger Lakes Region, the Hudson Valley, the North Country, and Long Island. The goal was to create a network of food hubs to increase economic opportunity for rural farmers across the state, while simultaneously increasing access to healthy, local products for New York consumers. Three years later, in 2016, once these food hubs were up and running, New York State further supported the economic sustainability of their regional food system by funding the development of a Food Port in Hunts Point, NY. Through an extensive feasibility study, they determined that a centrally located Food Port in the New York City area could serve multiple functions to help support the food hubs that had previously been developed across the state. This Hunts Point Food Port will work to "aggregate the aggregators," the aforementioned food hubs, while also providing the critical functions of value-added processing and last-mile distribution to New York City institutions, wholesalers, restaurants and more.

iii. Oregon

In 2015, Ecotrust published an "Oregon Food Infrastructure Gap Analysis" that sought to understand the needs for regional food producers to better access growing markets. The analysis looked at multiple categories of food, considered the distinct needs of small- and mid-sized farmers who have the capacity to growth if they can access demand, and identified recommendations for supporting better market access and growth. Following on this analysis, Ecotrust has led the creation of The Redd on Salmon Street to serve as food hub functions such as aggregation, storage, preparation, delivery, and office services for farmers coming into the city of Portland from the surrounding areas. The facility is still under development, and when finished will offer added marketing value and visibility to those farmers and producers that partner with the Redd. Institutional customers are a priority for building demand and facilitating market connections for farmers who can supply those buyers effectively.

3.1.2 Complete Value Chain engagement and assessment-stakeholder surveying and interviewing.

3.1.3 Gap Analysis (See 3.2.3, below)

3.2 Project Tasks: Offerors shall indicate their ability to accomplish the following project tasks, if awarded this contract as our selected Consultant:

3.2.1 Foundational Work: Consultants shall prepare background review of existing VA and other food shed studies and develop case studies of other food port projects including cost partnerships programmatic components and funding mechanisms. Projects to be focused on include *Wisconsin, New York and Oregon*.

3.2.2 Value Chain engagement and assessment: Consultants shall:

Conduct value chain engagement and assessment including interviews with stakeholders including producers and processors, distributors and buyers, state and local agricultural economic development offices and other agricultural organizations. Conduct in-depth interviews across the institutional and wholesale regional value chain with the objective of identifying product categories, volumes, price ranges and other preferences that could increase purchasing of Virginia product by buyers and, as a consequence, economic development for rural Virginia producers. As well as the Cornell Tech Farm in Geneva, NY, which serves as a center for rural entrepreneurship to serve as a catalyst of business formation, job creation, value added activities, technology development, and educational activities.

- a. Devise core interview questions, tailored to the role in the value chain; conduct test interviews using the questions
- b. Identification of interview subjects; outreach and scheduling
- c. Hold approximately five in-person meetings with key stakeholders in each county (Fauquier & Loudoun) and elsewhere in the state (See attachment A), up to 90 minutes each.
- d. Interview approximately 55 stakeholders to include the following below:
 - i. Producers, processors, distributors, and others on the supply side; (See Attachment B)
 - ii. Grocers, public school systems, other institutions, broadliners, food service providers; and
 - iii. State and county agricultural economic development offices and other agricultural organizations.
- e. Develop and circulate an online survey for other stakeholders who will provide data that will complement that which is being collected via interview.

3.2.3 Gap Analysis

The data collected through the surveying and interviewing detailed above will feed into a gap analysis that will characterize needs and highlight opportunities for investments in capacity and both physical and technological infrastructure that address those gaps effectively. A regional, aggregated network of food hubs that supports rural Virginian agricultural economies will be one of many potential solutions considered in this phase.

- a. Assess production capabilities and capacities for specified product categories, including existing data on production volumes and possible capacities; map current pathways to markets including existing infrastructure.
- b. Identify data holes that need to be filled; evaluate need for partnerships and alliances that will best maximize agricultural assets and market opportunities; propose next steps.

3.2.4 Produce Deliverables to include:

- Final written report summarizing research conducted in 3.2.1, 3.2.2, and 3.2.3
- Final report to include summary of findings and recommendations for further research needed
- Deliver presentations to Fauquier and Loudoun County Agricultural, Economic Development Departments and Board of Supervisors.
- PowerPoint presentation summarizing research conducted and findings of the feasibility study.

The project will be funded jointly by Fauquier and Loudoun counties in addition to other grant funding including but not limited to, the USDA RBDG funding; will be administered by the Fauquier County Agricultural Department; and will include reporting requirements to both counties.

3.3 Tentative Project Schedule: The anticipated schedule for this project anticipates a total six (6) month effort, with preliminary reports due in at the three (3) month mark. Offerors shall confirm their ability to adhere to this tentative schedule or, propose their alternate schedule, in this part of their proposal response.

3.4 Offeror Qualifications:

3.4.1 Offerors shall have experience with feasibility studies or work of this nature, even if in another discipline, to convey their ability to perform the tasks required within the Statement of Needs. While the County expects proposals may be submitted by consulting firms that include, either within the firm or as a sub-consultant, engineering firms, this RFP is issued as non-professional services, and as such, includes a cost component. Offerors shall elaborate on their experience with similar studies and familiarity with the equine industry in this section of the proposal response. Offerors shall demonstrate their experience in feasibility study projects by providing at least three (3) project examples in this section of their proposal response, identifying the scope of the project, length of engagement, and total budget cost for the study.

3.4.2 Sub-Consultants: Offerors shall identify their sub-consultants, if any, and the services those sub-consultants will provide if a contract is awarded to the Offeror. The County will not accept markups on sub-consultants above the 5-7% range, with 7% as the maximum. The County will also not accept any markups on travel, lodging or other administrative costs; the awarded Consultant is advised to invoice those expenses at actual cost.

3.5 Cost Proposal:

Offerors shall provide a Cost Proposal, with a lump sum total to conduct and produce the entire feasibility study as outlined herein, broken down by phases if desired, and including costs of any sub-consultant and, the hourly rates of all personnel associated with a resulting contract for use if needed during the term of the resulting contract. The Owner and Offeror both understand and acknowledge that this Cost Proposal may be adjusted and modified during an interview or negotiation phase, however, inclusion of a Cost Proposal is a requirement of any proposal submitted in response to this RFP.

4.0 **TERM OF CONTRACT**

The initial term of this contract shall be determined through negotiations with the successful Offeror, based on the mutually agreed-upon timeline for the feasibility study. However, some of the grant funding has a specific hard deadline, hence the desire to keep the total study timeframe to no more than six (6) months, maximum.

5.0 **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

5.1 General Requirements

5.1.1 RFP Response. In order to be considered for selection, Offerors must submit a complete response to the RFP. ***One (1) original and five (5) copies of each proposal must be submitted to the Procurement Division, in addition to a (redacted if applicable) full proposal response on CD or flash drive.*** The Offeror shall make no other distribution of the proposal.

5.1.2 Proposal Preparation

- 5.1.2.1 An authorized representative of the Offeror shall sign the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Procurement Division requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. Proposals which are substantially incomplete or lacking key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- 5.1.2.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- 5.1.2.3 Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the section of the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. The Offeror's proposal should provide all the information that it considers pertinent to its qualifications for the project and which respond to the Statement of Needs described.
- 5.1.2.4 Each copy of the proposal should be bound or contained in a single volume where practical. All documents submitted with the proposal should be contained in that single volume.
- 5.1.2.5 Ownership of all data, materials and documentation originated and prepared for the Owner pursuant to the RFP will belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342(D) of the Code of Virginia, in writing, on the form provided with this RFP either before or at the time the data or other material is submitted. As noted on the form, Offerors must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The Owner reserves the right to ask for additional clarification prior to establishing protection.
- 5.1.3 Oral Presentations: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Owner. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only, and does not include negotiation. The Procurement Division will schedule the time and location of these presentations. Oral presentations are an option of the Owner, and may or may not be conducted.

5.2 Specific Proposal Requirements

Proposals should be as thorough and detailed as possible, while straightforward in nature, so that the Owner may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- 5.2.1 Certification page and the return of this completed RFP and any addenda, acknowledgments and forms included in the original RFP, signed and filled out as required.
- 5.2.2 Offeror's expertise and experience relative to the Statement of Needs, Section 3: Offerors shall include specific experience and competence in this section of the proposal response, which shall also include recent project information where they have provided similar feasibility studies and, their experience relative to the agricultural/food industry. The name, address and telephone number of the contact for each project shall be provided. In providing these examples of other projects/contracts of a similar or related nature the Offeror shall also demonstrate their ability to meet deadlines and provide timely responses to inquiries. Provide names, addresses, phone numbers and e-mail addresses for references of those projects or jurisdictions so the Owner can, should it so desire, verify past performance. If, for example, a specialized sub-consultant was utilized for a portion of a stated feasibility study, the Offeror shall indicate how long they've worked with the identified sub-consultant.
- 5.2.3 Consultants, Personnel, and Staff: An organization chart depicting key personnel proposed by assigned area(s) of responsibility, corporate affiliation and job title. If a joint venture, include the sub-consultant(s) in the organization chart and key personnel proposed for the resulting contract. Include staff/personnel education levels, range of project types and sizes, and years of experience in this section of the proposal response. Identify specific roles played by the proposed team members during the resulting contract. If a joint venture, supply the same information for the other sub-consultant(s). Include the length of time personnel have been with the Offeror or sub-consultant(s).
- 5.2.4 Geographic location of the Offeror relative to Fauquier and Loudoun County: Offerors shall include the complete address of the office proposed to handle the resulting contract tasks/phases.
- 5.2.5 Specific plans for developing a profile for the proposed facility: Offerors shall be as thorough as possible in defining their ability to accomplish the tasks contained in the Statement of Needs, including but not limited to the Offeror's rationale for determining the viability of Fauquier and Loudoun Counties pursuing this project and, the Offeror's ability to provide workable models for such a facility.
- 5.2.6 Cost Proposal: As noted in Section 3.5, Offerors shall provide a detailed Cost Proposal in this section of their response, to include all applicable elements of a resulting project/study.
- 5.2.7 Exceptions: Offerors shall indicate any exceptions taken to the General or Special Terms and Conditions or to any part of this Request for Proposals on the form provided with this RFP. Offerors should note that the Owner understands that the General Conditions and Instructions do include provisions which may not apply to this particular contract.

6.0 **EVALUATION AND AWARD CRITERIA**

6.1 **Evaluation Criteria:** An Evaluation Committee will evaluate the proposals using the following criteria.

6.1.1 Expertise, qualifications, and experience of the Offeror (and the proposed sub-consultants) in all aspects of feasibility studies of this nature, including experience with the agricultural/food industry. (40 points)

6.1.2 Specific approach to proposed services and how well the approach will accomplish the goals of the study, including a clear work program that conveys project activities. (30 points)

6.1.3 At least two case studies that illustrate the firm's Demonstrated ability to complete similar engagements and to meet contract requirements on time and within budget. (10 points)

6.1.4 Cost proposal (20 points)

6.2 **Award of Contract:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Owner shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Owner may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should the Owner determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The Owner reserves the right to cancel or reject any or all proposals, to waive any informalities in any proposal received and to negotiate and award a contract deemed to be in the Owner's best interest. Award of a contract may require Board of Supervisor, and potential USDA, approval.

7.0 **ADDITIONAL REQUIREMENTS**

7.1 **Insurance:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage specified on the Insurance Checklist at the time work commences. Additionally, the Offeror certifies that it will maintain all required insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract the Owner requires the Consultant to furnish the certificates of insurance for coverage required to the Procurement Division, with Fauquier County endorsed as additional insured.

7.2 **Authority to bind Firm in contract:** Proposals must give full name and address of Offeror. Failure to manually sign proposal may disqualify it. The person signing the proposal should show title or authority to bind the Consultant in the contract. Firm full, legal name and authorized signature must appear on the proposal in the space provided.

- 7.3 Severability: In the event any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.
- 7.4 Ownership of Documents: Any reports, studies, photographs, negatives, or other documents prepared by the Offeror(s) for the specific, limited performance of its obligations under this contract shall be the exclusive property of the Owner, and all such materials shall be remitted to the Owner by Offeror upon completion, termination or cancellation of the contract. Offeror shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Offeror's obligations under this contract without the prior written consent of the Owner.
- 7.5 Performance: Unacceptable Performance – The Owner reserves the right to inspect all operations/records and to withhold payment for any services not performed to or performed not in accordance with specifications/contract documents. Payments withheld for unsatisfactory performance may be released upon receipt of satisfactory evidence that the services have been corrected to the Owner's satisfaction. These corrections shall be at no cost to the Owner. The Consultant shall correct deficiencies within twenty-four (24) hours of notice by telephone or in writing. Failure to do so shall be cause for withholding of payment for the service and may result in default action.
- 7.6 Contingent Fee Warranty: The Consultant warrants that it has not employed or retained any person or persons not generally associated with Consultant for the purpose of soliciting or securing this agreement. The Consultant further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this agreement. For breach of one or both of the foregoing warranties, the Owner shall have the right to terminate this agreement without liability, or in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover, the full amount of said prohibited fee, commission, percentage, brokerage fee, gift or contingent fee.
- 7.7 Method of Ordering and Payment: The Consultant shall accept Owner purchase orders as the approved method of ordering. Each Owner purchase order will cite a specific period of time and will indicate an authorized representative allowed to make releases against the purchase order and/or to be contacted with any correspondence or questions relative to the purchase order. The Contractor shall submit invoices, listing the services performed and completed. Invoice must show: Purchase order number, contract number, detail of services received and total amount due. Invoices must be submitted to the address/persons shown on the Purchase Order. Owner will make payment within forty five (45) days of receipt of accurate and complete invoice.
- 7.8 State Corporation Commission (SCC) Registration Requirements: Proposals shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in the General Conditions and Instructions to Bidders/Offerors. Use the form included in this RFP to provide the Offeror's State Corporation Commission Identification Number or justification for non-registration. The SCC may be reached at 804-371-9733 or at www.scc.virginia.gov/default.aspx. Failure to include this form with proposal submissions may result in rejection of the proposal.

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 12/16/2011

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County and the Fauquier County School Board. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County, or the Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/ offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

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1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
 2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS** - If any Bidder/ Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/ Offeror should contact the buyer whose name appears on the face of the solicitation no later than three (3) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than three (3) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner form provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

 - a. The official time used in the receipt of bids/ proposals is that time on the automatic time stamp machine in the Procurement Division.
 - b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
 - c. If the Owner closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

 - a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/offeror or of another bidder/offeror in which the ownership of the withdrawing bidder/offeror is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.
7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offerors are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:
ADDRESSED AS INDICATED ON PAGE 1

IFB/RFP NUMBER
TITLE
BID/PROPOSAL DUE DATE AND TIME
VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeree takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeree. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidder's List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeree.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerees certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerees certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeree, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeree shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeree with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeree from this procurement process.
18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
 - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.
- The Bidder/Offeree shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/offerors as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsive bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the bulletin board located on the 2nd Floor, 320 Hospital Drive, Warrenton, Virginia. Award results may be viewed at the Procurement Website at www.fauquiercounty.gov/government/departments/procurement.
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeree to perform the work/furnish the item(s) and the Bidder/Offeree shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeree's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeree's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeree fails to satisfy the Owner that such Bidder/Offeree is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Fauquier County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
29. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Fauquier County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
30. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
1. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 2. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 4. The Owner's fiscal year is July 1 - June 30. Contractors are advised to submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 5. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 2. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.

32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
34. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to other remedies which the Owner may have.
35. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, §2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

35. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and/or purchase order number.
36. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 - A. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - B. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
 1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
 - C. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
37. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
38. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor

that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

39. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- A. **Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
- B. **Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to paragraph 32 of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.
40. **USE OF CONTRACT BY OTHER PUBLIC BODIES:** *This section deliberately removed*
41. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
42. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.
- Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.
43. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
44. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.
45. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Section 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract may become void.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the

period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.

50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
1. Purchase Order Number,
 2. Name of Article and Stock Number,
 3. Quantity Ordered,
 4. Quantity Shipped,
 5. Quantity Back Ordered,
 6. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeree who desires to protest the award or decision to award a contract, by either Fauquier County or The School Board of Fauquier County, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the School Board of Fauquier County), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeree is not a responsible Bidder/Offeree. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/offeree appeals within ten (10) days of the written decision by instituting legal action as provided in Section 7.8 C of the Procurement Policy. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.
54. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the School Board of Fauquier County) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the School Board of Fauquier County) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisor's (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisor's (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits</u> <u>(figures denotes minimum)</u>
<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000
—	8. Other Insurance:	
<u>X</u>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County as additional insured (This coverage is primary to all other coverage the County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

FIRM

SIGNATURE

Revised 4/4/13, Proc/HR

****RETURN THIS PAGE****

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

****RETURN THIS PAGE****

PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

Section Title	Page No.	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

- A- This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).
- C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

RETURN THIS FORM WITH PROPOSAL RESPONSE IF APPLICABLE

EXCEPTIONS TO TERMS AND CONDITIONS OF RFP

Name of Offeror: _____

RFP 53-18sm, Regional Food Port Feasibility Study

Please list any exceptions to RFP below:


[illegible]

RETURN THIS FORM WITH PROPOSAL RESPONSE, IF APPLICABLE

THE FOLLOWING FORM IS REQUIRED BY USDA AS A CONDITION OF THEIR GRANT FUNDING; COMPLETE, AND RETURN WITH PROPOSAL RESPONSE.

This form is available electronically.

Form Approved – OMB No. 0505-0027
Expiration Date: 12/31/2018

	United States Department of Agriculture	AD-1048
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions		
<p><i>The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.</i></p> <p><i>According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.</i></p>		
<i>(Read Instructions On Page Two Before Completing Certification)</i>		
<p>A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;</p> <p>B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.</p>		
ORGANIZATION NAME		PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)		
SIGNATURE(S)	DATE	

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider, employer and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment A

Counties in which awarded Consultant shall hold stakeholder meetings:

- Frederick County
- Clarke County
- Shenandoah County
- Warren County
- Rappahannock County
- Madison County
- Culpeper County
- Orange County
- Greene County
- Rockingham County
- Augusta County
- Highland County
- Albemarle County
- Louisa County
- Fluvanna County
- Nelson County
- Rockbridge County
- Bath County
- Allegheny County
- Botetourt County
- Bedford County
- Campbell County
- Appomattox County
- Prince Edward County
- Charlotte County

Attachment B

Specific Suppliers to be interviewed:

- Local Food Hub (Charlottesville, VA)
- Appalachian Harvest (Duffield, VA)
- Virginia Food Works- Prince Edward County Cannery & Commercial Kitchen (Farmville, VA)
- Seven Hills Food (Lexington, VA)
- George Washington Carver Regional High School Commercial Kitchen – *in Development* (Culpeper, VA)
- Shenandoah Valley Produce Auction (Dayton, VA)
- Shenandoah Food Distributor (Bath, VA)
- T & E Meats (Harrisonburg, VA)
- Whiffletree Farm (Warrenton, VA)
- Van Dessel Farm (Parksley, VA)
- Kelly Turkeys (Crozet, VA)
- Crown Orchards (Covesville, VA)
- Caromont Farm (Esmont, VA)
- Sunrise Farm (Stuarts Draft, VA)
- Polyface Farm (Swoope, VA)
- Mainstreet Farmstead (Stuarts Draft, VA)
- Saddle Ridge Farm (Culpeper, VA)
- Bees & Trees Farm (Elkwood, VA)
- Fresh2o Growers (Stevensburg, VA)
- Sunnyside Farm (Cumberland, VA)
- Cole Berry Farm (Vernon Hill, VA)
- Agriberry Farm (Hanover, VA)
- Dodd's Acres Farm (Hanover, VA)
- Dickie Brothers Orchard (Roseland, VA)
- Woodson's Mill (Lowesville, VA)
- Critzer Family Farm (Afton, VA)
- Saunders Brothers Orchard (Piney River, VA)
- The Farm at Sunnyside (Washington, VA)
- Heritage Hollow Farm (Sperryville, VA)
- Mount Crawford Creamery (Mt.Crawford, VA)
- Cibola Farms (Culpeper, VA)
- Wenger Grape Farm (Waynesboro, VA)
- Kirby Farms (Mechanicsville, VA)
- Weaver Sheep Farm (Stuarts Draft, VA)